

**AMENDING AGREEMENT TO  
DEALERSHIP AGREEMENT**

**THIS AMENDING AGREEMENT TO DEALERSHIP AGREEMENT** (this “**Agreement**”) is made as of the 23<sup>rd</sup> day of July, 2015.

**BY AND AMONG**

- (1) **La Caisse centrale Desjardins du Québec;**
- (2) **CCDQ Covered Bond (Legislative) Guarantor Limited Partnership**, a limited partnership formed under the laws of the Province of Ontario by its managing general partner **CCDQ CB (Legislative) Managing GP Inc.;**
- (3) **Barclays Capital Inc.;** and
- (4) **Barclays Bank PLC.**

**WHEREAS** the parties entered into a dealership agreement made as of January 28, 2014 (the “**Dealership Agreement**”);

**AND WHEREAS** the parties hereto have agreed to amend the Dealership Agreement pursuant to the terms of this Agreement in accordance with Section 17 of the Dealership Agreement, Section 8.02 of the Security Agreement and Clause 22.2 of the Trust Deed;

**NOW THEREFORE IT IS HEREBY AGREED** that in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

**ARTICLE 1 – AMENDMENTS**

**1.01** **Amendments**

(1) The definition of “Base Prospectus” in Section 1 of the Dealership Agreement is deleted in its entirety and replaced with the following:

“**Base Prospectus**” means the prospectus dated on or about July 23, 2015 relating to the Programme, which constitutes a base prospectus for the purposes of Article 5.4 of the Prospectus Directive, the preparation of which has been procured by the Issuer in connection with the application for Covered Bonds to be listed, and including the documents incorporated by reference therein, as the same may be amended, supplemented, replaced or substituted from time to time;

(2) Part I of the schedule attached to the Dealership Agreement as Schedule 6 – *Pro Forma Final Terms* is deleted in its entirety and replaced with Schedule A attached hereto.

(3) The third paragraph of the schedule attached to the Dealership Agreement as Schedule 8 – *Operating and Administrative Procedures Memorandum* is deleted in its entirety and replaced with the following:

All terms with initial capitals used herein without definition shall have the meanings given to them in the Prospectus dated on or about July 23, 2015 as supplemented or replaced from time to time (the “**Prospectus**”), or, as the case may be, the dealership agreement dated as of January 28, 2014 as amended on July 23, 2015, as the same may be further amended, supplemented or restated (the “**Dealership Agreement**”) between the Issuer, the Guarantor and the Dealers named therein pursuant to which the Issuer may issue Covered Bonds.

(4) References to “the dealership agreement dated January 28, 2014 and entered into in respect of the above Programme for the Issuance of Covered Bonds (such agreement, as modified, amended or restated from time to time, the “**Dealership Agreement**”) between ourselves and the Dealers from time to time party thereto” in Schedules 3 and 4 of the Dealership Agreement are replaced with the following:

the dealership agreement dated January 28, 2014, as amended on July 23, 2015, and as the same may be further amended, supplemented or restated from time to time (the “**Dealership Agreement**”) entered into between ourselves and the Dealers from time to time party thereto in respect of the above Programme for the Issuance of Covered Bonds

(5) Reference to “a dealership agreement dated January 28, 2014 , (the “**Dealership Agreement**”, which expression shall include any amendments or supplements thereto or restatements thereof)” in Schedule 7 of the Dealership Agreement is replaced with the following:

the dealership agreement dated as of January 28, 2014, as amended on July 23, 2015, and as the same may be further amended, supplemented or restated from time to time (the “**Dealership Agreement**”)

(6) The fifth paragraph of the schedule attached to the Dealership Agreement as Schedule 8 – *Operating and Administrative Procedures Memorandum* is deleted in its entirety and replaced with the following:

This Operating and Administrative Procedures Memorandum applies to Covered Bonds issued on and after July 23, 2015. The procedures set out in Annex I may be varied by agreement between the Issuer, the Issuing and Paying Agent or the Registrar (in the case of Registered Covered Bonds) and the Relevant Dealer or Lead Manager (as defined below), as the case may be, including to take account of any standardised procedures published by the ICSDs and/or the International Capital Markets Securities Association and/or the International Capital Markets Association. The timings set out in these procedures represent optimum timings to ensure a smooth settlement process. Each of the ICSDs has its own published deadlines for taking certain of the actions described herein (which may be later than the timings described herein). The Issuer, the Issuing and Paying Agent, the Registrar, the Relevant Dealer or the Lead Manager, as the case may be, and the Common Depositary, or Common Service Provider and Common Safekeeper, as the case may be, may agree to vary the timings described herein subject to compliance with such deadlines.

(7) References to “the dealership agreement dated January 28, 2014” in Schedule 10, 11 and 12 of the Dealership Agreement are replaced with the following:

the dealership agreement dated as of January 28, 2014, as amended on July 23, 2015, and as the same may be further amended, supplemented or restated from time to time (the “**Dealership Agreement**”)

**ARTICLE 2– MISCELLANEOUS**

**2.01 Further Assurances**

Each of the parties hereto will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

**2.02 Other Amendments**

Except as expressly amended, modified and supplemented hereby, the provisions of the Dealership Agreement are and shall remain in full force and effect and shall be read with this Agreement, *mutatis mutandis*. Where the terms of this Agreement are inconsistent with the terms of the Dealership Agreement (prior to its amendment hereby), the terms of this Agreement shall govern to the extent of such inconsistency.

**2.03 Governing Law**

This Agreement is governed by and will be construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.

**2.04 Interpretation**

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Dealership Agreement (prior to its amendments hereby).

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written above.

**LA CAISSE CENTRALE DESJARDINS  
DU QUÉBEC**

Per: 

Name: L. Daniel Gauvin  
Title: General Manager

Per: \_\_\_\_\_

Name: Jacques Descôteaux  
Title: Chief Treasurer

**CCDQ COVERED BOND  
(LEGISLATIVE) GUARANTOR  
LIMITED PARTNERSHIP by its managing  
general partner, CCDQ CB (LEGISLATIVE)  
MANAGING GP INC.**

Per: \_\_\_\_\_

Name: Lionel Gauvin  
Title: President


Per: \_\_\_\_\_

Name: Jacques Descôteaux  
Title: Secretary

**IN WITNESS WHEREOF** the parties have caused this Agreement to be executed the day and year first before written above.


**LA CAISSE CENTRALE DESJARDINS  
DU QUÉBEC**

Per: \_\_\_\_\_  
Name: L.-Daniel Gauvin  
Title: General Manager

Per:  \_\_\_\_\_  
Name: Jacques Descôteaux  
Title: Chief Treasurer

**CCDQ COVERED BOND  
(LEGISLATIVE) GUARANTOR  
LIMITED PARTNERSHIP** by its managing  
general partner, **CCDQ CB (LEGISLATIVE)  
MANAGING GP INC.**

Per: \_\_\_\_\_  
Name: Lionel Gauvin  
Title: President

Per:  \_\_\_\_\_  
Name: Jacques Descôteaux  
Title: Secretary


IN WITNESS WHEREOF the parties have caused this Agreement to be executed the day and year first before written above.

**LA CAISSE CENTRALE DESJARDINS  
DU QUÉBEC**

Per: \_\_\_\_\_  
Name: L.-Daniel Gauvin  
Title: General Manager

Per: \_\_\_\_\_  
Name: Jacques Descôteaux  
Title: Chief Treasurer

**CCDQ COVERED BOND  
(LEGISLATIVE) GUARANTOR  
LIMITED PARTNERSHIP by its managing  
general partner, CCDQ CB (LEGISLATIVE)  
MANAGING GP INC.**

Per: \_\_\_\_\_  
  
Name: Lionel Gauvin  
Title: President

Per: \_\_\_\_\_  
Name: Jacques Descôteaux  
Title: Secretary

BARCLAYS CAPITAL INC.

Per: 

Name:

**Paige Maire**

Title:

**Managing Director**

BARCLAYS BANK PLC

Per: \_\_\_\_\_

Name:

Title:

**BARCLAYS CAPITAL INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**BARCLAYS BANK PLC**

Per:   
Name:  
Title: **Katherine Harvey**  
**Authorised Attorney**



**Schedule A**

**- see attached -**

**SCHEDULE 6**

**Pro Forma Final Terms**

Part I

– See Attached –

PRO FORMA FINAL TERMS



LA CAISSE CENTRALE DESJARDINS DU QUÉBEC

€5,000,000,000

Global Covered Bond Programme

unconditionally and irrevocably guaranteed as to payments by  
CCDQ COVERED BOND (LEGISLATIVE) GUARANTOR LIMITED PARTNERSHIP  
(a limited partnership formed under the laws of Ontario)

[Notice Regarding Offers in the EEA

The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Covered Bonds in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC), as amended (which includes the amendments made by Directive 2010/73/EU to the extent that such amendments have been implemented in a relevant Member State (each, a “Relevant Member State”)) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Covered Bonds. Accordingly, any person making or intending to make an offer in any Relevant Member State of the Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorized, nor do they authorize, the making of any offer of Covered Bonds in any other circumstances.<sup>1</sup>

**THE COVERED BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY CANADA MORTGAGE AND HOUSING CORPORATION (“CMHC”) NOR HAS CMHC PASSED UPON THE ACCURACY OR ADEQUACY OF THESE FINAL TERMS. THE COVERED BONDS ARE NOT INSURED OR GUARANTEED BY CMHC OR THE GOVERNMENT OF CANADA OR ANY OTHER AGENCY THEREOF.**

The Guarantor is not now, and immediately following the issuance of the Covered Bonds pursuant to the Trust Deed will not be, a “covered fund” for purposes of regulations adopted under Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, commonly known as the “Volcker Rule.” In reaching this conclusion, although other statutory or regulatory exemptions under the U.S. Investment Company Act of 1940, as amended, and under the Volcker Rule and its related regulations may be available, the Guarantor has relied on the exemption from registration set forth in Section 3(c)(5) of the U.S. Investment Company Act of 1940, as amended. See “Certain Investment Company Act Considerations” in the Prospectus dated [ ].

**PART A—CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Base Prospectus dated [ ] [and the supplement[s] to the Base Prospectus dated [ ]] which [together] constitute[s] a base prospectus for the purposes of Directive 2003/71/EC, as amended, including by Directive 2010/73/EU (the “**Prospectus Directive**”), which term includes any relevant implementing measures in Ireland. This document constitutes the Final Terms of the Covered Bonds described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Covered Bonds is only available on the basis of the combination of these Final Terms and the Base Prospectus [as so supplemented]. [The Base Prospectus [and the supplement to the Base Prospectus [es]], together with these Final Terms and all documents incorporated by reference therein, [is] [are] available for viewing at, and copies may be obtained from the registered office of the Issuer at 1170 Peel Street, Suite 600, Montréal, Québec, Canada H3B 0B1, and at the offices of the Issuing and Paying Agent, The Bank of New York Mellon, London Branch, One Canada Square, 48<sup>th</sup> Floor, London, United Kingdom E14 4AL. The Base Prospectus [and the supplement to the Base Prospectus [es]] and these Final Terms have also been published on the website of the Central Bank of Ireland (the “**Central Bank**”) available at <http://www.centralbank.ie>.

<sup>1</sup> If an issue of Covered Bonds is (i) NOT admitted to trading on regulated market in the EEA and (ii) only offered in the EEA in circumstances where a prospectus is not required under the Prospectus Directive, the Issuer will amend and/or delete all specific references to the Prospectus Directive contained in the Final Terms.

1. (i) Issuer: La Caisse centrale Desjardins du Québec (“**CCDQ**”, the “**Issuer**” or “**Caisse centrale**”)
- (ii) Guarantor: CCDQ Covered Bond (Legislative) Guarantor Limited Partnership
2. [(i)] Series Number: [ ]  
 [(ii)] Tranche Number: [ ]  
 [(iii)] Date on which Covered Bonds became fungible: [Not Applicable/The Covered Bonds shall be consolidated, form a single series and be interchangeable for trading purposes with [ ] on [[ ]/the Issue Date/[exchange of the Temporary Global Covered Bonds for interests in the Permanent Global Covered Bonds, as referred to in paragraph [ ] below], which is expected to occur on or about [ ]]
3. Specified Currency or Currencies: [ ]  
 (Condition 1.10)
4. Aggregate Principal Amount: [ ]  
 [(i)] Series: [ ]  
 [(ii)] Tranche: [ ]
5. Issue Price: [ ] % of the Aggregate Principal Amount [plus accrued interest from [ ]]
6. (a) Specified Denominations: [ ]  
 (Condition 1.08 or 1.09)
- (b) Calculation Amount: [ ]
7. (i) Issue Date: [ ]  
 (ii) Interest Commencement Date: [ ]/[Issue Date]/[Not Applicable]
8. (i) Final Maturity Date: [ ]/[Interest Payment Date falling in or nearest to [ ]]
- (ii) Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee: [ ]/[Interest Payment Date falling in or nearest to [ ]]
9. Interest Basis: [ ] per cent Fixed Rate]  
 [[ ] +/- [ ] per cent Floating Rate] [Zero Coupon] (further particulars specified in Item 15 below)
10. Redemption/Payment Basis: [Redemption at par] [Hard Bullet Covered Bond] [Instalment]
11. Change of Interest Basis: [If Item 8(ii) is applicable, Applicable. See Item 9 above.]/[Not Applicable]
12. Put/Call Options: [Investor Put]  
 [Issuer Call]  
 [(further particulars specified in Items 17 and 18 below)]
13. [Date [Board] approval for issuance of Covered Bonds obtained: [ ] [and [ ], respectively]]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

14. Fixed Rate Covered Bond Provisions: [Applicable/Not Applicable]  
(Condition 5.02)
- (i) Rate[(s)] of Interest: [ ] per cent per annum [payable [annually/semi-annually/  
quarterly/monthly] in arrears on each Interest Payment Date]
- (ii) Interest Payment Date(s): [ ] in each year [adjusted in accordance with the Business Day  
Convention/not adjusted] up to and including the [Final Maturity Date]  
[Extended Due for Payment Date, if applicable] (provided however that after  
the Extension Determination Date, the Interest Payment Date shall be  
monthly)
- (iii) Fixed Coupon Amount[(s)]: [ ] per Calculation Amount
- (iv) Broken Amount(s): [ ] per Calculation Amount, payable on the Interest Payment Date  
falling [on/or] [ ]/[Not Applicable]
- (v) Day Count Fraction: [Actual/Actual *or* Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/360  
30E/360 *or* Eurobond Basis  
30/360 *or* 360/360 *or* Bond Basis  
30E/360 (ISDA)  
Actual/Actual (ICMA) *or* Act/Act (ICMA)]
- (vi) Determination Dates: [[ ] in each year] /[Not Applicable]
- (vii) Business Day Convention: [Following Business Day Convention/Modified Following Business Day  
Convention/Preceding Business Day Convention]
- (viii) Financial Centre(s): [ ]
- (ix) Business Day(s): [ ]
15. Floating Rate Covered Bond Provisions: [Applicable/Not Applicable]  
(Condition 5.03)
- (i) Interest Period(s): [ ]
- (ii) Specified Interest Payment Dates: [ ] (provided however that after the Extension Determination Date,  
the Specified Interest Payment Date shall be monthly)
- (iii) Business Day Convention: [Following Business Day Convention/Modified Following Business Day  
Convention/Preceding Business Day Convention]
- (iv) Financial Centre(s): [ ]
- (v) Business Day(s): [ ]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination]
- (vii) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s)  
(if not the Issuing and Paying Agent): [ ]
- (viii) Screen Rate Determination:

— Reference Rate:	[[LIBOR/EURIBOR]]
— Interest Determination Date(s):	[Second London Business Day prior to the start of each Interest Period] [first day of each Interest Period ] [ the second day on which the TARGET2 System is open prior to the start of each Interest Period] [ ] [days prior to start of each Interest Period]
— Relevant Screen Page:	[[Reuters LIBOR01/Reuters EURIBOR01]]
— Relevant Time:	[ ]
— Reference Banks:	[ ]
(ix) ISDA Determination:	Issuer is [Fixed Rate/Fixed Amount/Floating Rate/Floating Amount] Payer
— Floating Rate Option:	[ ]
— Designed Maturity:	[ ]
— Reset Date:	[ ]
(x) Margin(s):	[+/-][ ] per cent per annum
(xi) Minimum Rate of Interest: (Condition 5.05)	[ ] per cent per annum/[Not Applicable]
(xii) Maximum Rate of Interest: (Condition 5.05)	[ ] per cent per annum/[Not Applicable]
(xiii) Day Count Fraction:	[Actual/Actual <i>or</i> Actual/Actual (ISDA) Actual/365 (Fixed) Actual/360 30E/360 <i>or</i> Eurobond Basis 30/360 <i>or</i> 360/360 <i>or</i> Bond Basis 30E/360 (ISDA) Actual/Actual (ICMA) <i>or</i> Act/Act (ICMA)]
16. Zero Coupon Covered Bond Provisions:	[Applicable/Not Applicable]
(i) Amortization Yield:	[ ] per cent per annum
(ii) Reference Price:	[ ]

**PROVISIONS RELATING TO REDEMPTION**

17. Call Option (Condition 6.03):	[Applicable/Not Applicable]
(i) Optional Redemption Date(s):	[ ]
(ii) Optional Redemption Amount(s) of each Covered Bond:	[ ] per Calculation Amount
(iii) If redeemable in part:	
(a) Minimum Redemption Amount:	[ ] per Calculation Amount
(b) Maximum Redemption Amount:	[ ] per Calculation Amount

- (iv) Notice period: [ ]
18. Put Option (Condition 6.06): [Applicable/Not Applicable]
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) of each Covered Bond: [ ] per Calculation Amount
- (iii) Notice period: [ ]
19. Final Redemption Amount of each Covered Bond: [ ] per Calculation Amount
20. Early Redemption Amount: [ ] per Calculation Amount

Early Redemption Amount(s) payable on redemption for taxation reasons or illegality or upon acceleration following an Issuer Event of Default or Guarantor Event of Default: (Conditions 6.02, 6.13 or 7)

**GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS**

21. Form of the Covered Bonds: [Bearer Covered Bonds:]
- [Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Bearer Definitive Covered Bonds on [ ] days' notice/at any time/only after an Exchange Event]
- [Temporary Global Covered Bond exchangeable for Bearer Definitive Covered Bonds [and/or Registered Definitive Covered Bonds] on [ ] days' notice] [Permanent Global Covered Bond exchangeable for Bearer Definitive Covered Bonds on [ ] days' notice/at any time/only after an Exchange Event]
- [Registered Covered Bonds:]
- [Registered Covered Bonds registered in the name of a nominee for [a common depositary for Euroclear and/or Clearstream, Luxembourg/a Common Safekeeper for Euroclear and/or Clearstream, Luxembourg (that is, held under the NSS)]
- [Regulation S Global Covered Bond
- (U.S.\$[ ] nominal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg] and exchangeable on [ ] days' notice/at any time/only after an Exchange Event/Rule 144A Global Covered Bond (U.S.\$[ ] nominal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg] and exchangeable on [ ] days' notice/at any time/only after an Exchange Event/Definitive IAI Registered Covered Bonds (specify nominal amounts) /Definitive N Covered Bonds, issued to each holder by Definitive N Covered Bonds Deed. Specified office of Issuer for notification of transfers of Definitive N Covered Bonds: [Frankfurt office, [address]/other]]
- [Definitive IAI Registered Covered Bond]
22. New Global Covered Bond: [Yes] [No]

23. Exclusion of compensation and set-off: [Not Applicable]/[Condition 9.15 applies]
24. Financial Centre(s) or other special provisions relating to payment dates: [ ]/[Not Applicable]
25. Talons for future Coupons or Receipts to be attached to Definitive Covered Bonds (and dates on which such Talons mature): (Condition 1.06) [Yes, as the Covered Bonds have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]
26. Details relating to Instalment Covered Bonds: amount of each instalment, date on which each payment is to be made: (Condition 6.12) (i) Instalment Amount: [Not Applicable/[ ]]  
(ii) Instalment Date: [Not Applicable/[ ]]



**THIRD PARTY INFORMATION**

[ ] has been extracted from [ ]. The Issuer and the Guarantor confirm that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by [ ], no facts have been omitted which would render the reproduced information inaccurate or misleading. / [Not Applicable]

Signed on behalf of the Issuer:

Signed on behalf of the Managing GP for and on behalf of the Guarantor:

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

By: \_\_\_\_\_  
Duly authorized

## PART B—OTHER INFORMATION<sup>2</sup>

### 1. LISTING

- (i) Listing/Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to [the Official List of the Irish Stock Exchange/Luxembourg Stock Exchange and to] trading on the [Irish Stock Exchange’s Main Securities Market/Luxembourg Stock Exchange] with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Covered Bonds to be admitted to [the Official List of the Irish Stock Exchange/Luxembourg Stock Exchange] and to trading on [the Irish Stock Exchange’s Main Securities Market/Luxembourg Stock Exchange] with effect from [ ].] [Not Applicable.]
- [(ii) Estimate of total expenses related to admission to trading: [ ]]

### 2. RATINGS

The Covered Bonds to be issued have been rated:

Ratings:

Moody’s: Aaa Fitch: AAA

### 3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]

[[Save as discussed in [“*Subscription and Sale and Transfer and Selling Restrictions*”], so far as the Issuer is aware, no person involved in the offer of the Covered Bonds has an interest material to the offer.] [The [Managers/Dealers] and their affiliates have engaged, and may in future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer[./ and] the Guarantor] and [its/their] affiliates.]

### 4. [FIXED RATE COVERED BONDS ONLY—YIELD

Indication of yield based on the Issue Price: [ ]

### 5. DISTRIBUTION

- (i) US Selling Restrictions [Regulation S compliance Category 2;] [TEFRA C Rules apply] [TEFRA D Rules apply] [TEFRA Rules not applicable] [Rule 144A eligible/sales to Institutional Accredited Investors under the Securities Act permitted]
- (ii) Additional Selling Restrictions [Not Applicable]/[The Covered Bonds may not be offered, sold or distributed, directly or indirectly, in Canada or to or for the benefit of, any resident in Canada]/[Covered Bonds may only be offered, sold or distributed by the Managers on such basis and in such provinces of Canada as, in each case, are agreed with the Issuer and in compliance with any applicable securities laws of Canada or any province, to the extent applicable]

### 6. OPERATIONAL INFORMATION

- (i) ISIN Code: [ ]
- (ii) Common Code: [ ]
- (iii) [insert here any other relevant codes such as CUSIP and CINS codes] [ ]

<sup>2</sup> If an issue of Covered Bonds is (i) NOT admitted to trading on regulated market in the EEA and (ii) only offered in the EEA in circumstances where a prospectus is not required under the Prospectus Directive, the Issuer will amend and/or delete certain of the above paragraphs of Part B.

(iv) Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking Société Anonyme or DTC, their addresses and the relevant identification number(s): [Not Applicable/[ ]]

(v) Delivery: Delivery [against/free of] payment

(vi) Name(s) and address(es) of initial Paying Agent(s), Registrars, Exchange Agent and Transfer Agents: [ ]

(vii) Name(s) and address(es) of additional or substitute Paying Agent(s) or Transfer Agent(s): [ ]

(viii) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “yes” simply means that Covered Bonds are intended upon issue to be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] and does not necessarily mean that the Covered Bonds will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] /

[No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Covered Bonds are capable of meeting them the Covered Bonds may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper)]. Note that this does not necessarily mean that the Covered Bonds will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]